the brands to be inaccurate; that there was, therefore, no unfair competition and the Commission had no power to act. The early part of the Supreme Court's opinion suggests that the interest of the public might be sufficient basis for the order, but its validity is eventually predicated on the fact that by deceiving the public the defendant was in effect unfairly competing with other manufacturers. For comment on the decision in the court below as to the scope of the Commission's powers, see 20 MICH. L. REV. 122, 781, wherein the contrary decision of the lower court is adversely commented on.

WILLS—CONSTRUCTION—IF TWO CLAUSES ARE REPUGNANT, LATER CLAUSE CONTROLS.—Testator gave to his wife all his property to hold in trust for their granddaughter and adopted daughter, Margaret. Upon the death of his wife all the property remaining he gave to Margaret for her sole use and benefit. Finally, he named two persons guardians and administrators until Margaret should be twenty-one. It was adjudged below that these provisions were repugnant, that the later should prevail over the earlier, and that therefore the effect was to give the wife a life interest, with remainder over to Margaret. *Held,* that all could be reconciled, and that the property was given in trust for Margaret, the wife taking nothing. *Martin* v. *Palmer* (Ky., 1921), 234 S. W. 742.

It should be taken as a legal axiom that intent is the pole star in the construction of wills. Citations are not needed to the principles that this intent is to be gathered from the will as a whole, endeavoring, if possible, to give full effect to every part. If one construction will, while another will not, do this, the former is to be preferred, if possible. Usually, as in the principal case, the court is able to find a possible construction that does this, and there is no need to decide which of two clauses is to prevail. Often a later clause modifies or cuts down an earlier. *Greiner* v. *Heins* (Ind. App., 1921), 131 N. E. 20, in which this was not the case because the later clause was not clear. Sometimes the court resorts to implications to overcome apparent conflict. *Porter* v. *Union Trust Company,* 182 Ind. 637. This case, like the principal case, follows the usual statement that if two clauses of a will cannot be reconciled, and are equally specific, the later controls. This is sometimes put on the ground that we deal with a man's last will, and the latest clauses therefore control. But this is merely specious, for the whole will must be regarded as at one moment, viz., at the moment of its execution, the will of the testator, and no part is later in his intent than any other. The mere arrangement of the various paragraphs has no such significance as is often supposed. Indeed, in some jurisdictions the rule is stated to be that if different provisions are so repugnant that both cannot stand the first must prevail. *Hiller* v. *Herrick* (Ia., 1920), 179 N. W. 113. Whichever rule be adopted in the few cases in which reconciliation is not possible, it is a mere rule of convenience, and is not to be applied if from the whole will and the surrounding circumstances it appears that it would defeat the intention of the testator. That intent is to be gathered from the whole will. *Davis* v. *Kendall* (Va., 1921), 107 S. E. 751.